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9 CAPITOL RECORDS, INC.; AND SONY
10 BMG MUSIC ENTERTAINMENT

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN JOSE DIVISION

E-FILED - 11/17/06

13 CAPITOL RECORDS, INC., a Delaware
14 corporation; and SONY BMG MUSIC
15 ENTERTAINMENT, a Delaware general
16 partnership,

Plaintiff,

v.

17 CHARLES ABADIE,

Defendant.

Case No.: C06-2049 RMW

Honorable Ronald Whyte

**[] JUDGMENT AND
PERMANENT JUDGMENT BASED ON
STIPULATION**

1 The Court, having considered the Stipulation to Judgment and Permanent Injunction
2 executed by the parties,

3 IT IS ORDERED AND ADJUDGED THAT:

4 1. Plaintiffs have alleged that Defendant distributed (including by uploading) and/or
5 reproduced (including by downloading) via the Internet or an online media distribution system
6 copyrighted sound recordings owned or controlled by the Plaintiffs, without Plaintiffs'
7 authorization, in violation of 17 U.S.C. § 501. Without admitting or denying liability, Defendant
8 has not contested plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

9 2. Defendant shall pay to Plaintiffs in settlement of this action the total sum of
10 \$9750.00.

11 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of
12 process fee) in the amount of \$250.00.

13 4. Defendant shall be and hereby is enjoined from directly or indirectly infringing
14 Plaintiffs' rights under federal or state law in any sound recording, whether now in existence or
15 later created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or affiliate
16 record label of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:

- 17 a) using the Internet or any online media distribution system to reproduce
18 (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload)
19 any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings
20 available for distribution to the public, except pursuant to a lawful license
21 or with the express authority of Plaintiffs; or
22 b) causing, authorizing, permitting, or facilitating any third party to access
23 the Internet or any online media distribution system through the use of an
24 Internet connection and/or computer equipment owned or controlled by
25 Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to
26 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make any of
27 Plaintiffs' Recordings available for distribution to the public, except
28 pursuant to a lawful license or with the express authority of Plaintiffs.

Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any third party that has used the Internet connection and/or computer equipment owned or controlled by Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or server owned or controlled by Defendant, and shall destroy all copies of those downloaded recordings transferred onto any physical medium or device in Defendant's possession, custody, or control.

5. Defendant irrevocably and fully waives notice of entry of the Judgment and Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.

6. Defendant irrevocably and fully waives any and all right to appeal this Judgment and Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

7. Nothing contained in the Judgment and Permanent Injunction shall limit the right of Plaintiffs to recover damages for any and all infringements by Defendant of any right under federal copyright law or state law occurring after the date Defendant executes the Stipulation to Judgment and Permanent Injunction.

8. Defendant shall not make any public statements that are inconsistent with any term of the Stipulation to Judgment and Permanent Injunction.

9. The Court shall maintain continuing jurisdiction over this action for the purpose of enforcing this final Judgment and Permanent Injunction.

Dated: 11/17/06

By: /s/ Ronald M. Whyte
Hon. Ronald M. Whyte
United States Judge